

PROTECTING INTELLECTUAL PROPERTY

I. Statement of Intent

In order to provide quality services to the school districts it serves, Questar III may develop work products that are protectable under law as intellectual property. The Board of Education recognizes that it is important that Questar III take steps necessary to obtain or enhance such protection in order ensure and maintain the investment in such products, or in order to identify Questar III as the originator of the product. Any work products so protectable shall in all instances be “works for hire” and property of Questar III when developed by Questar III staff or, unless specifically specified otherwise, under contract with independent contractors.

II. Work Products That May Be Protected

Work products that may be protected under law include, but are not limited to:

- A. Work products protectable under copyright law: literary works (such as reports, charts, software programs); musical works; dramatic works; pictorial, graphic and sculptural works; audiovisual works; sound recordings.
- B. Work products protectable as trade or service marks: symbols, pictures, designs or words that distinguish and identify Questar III as the originator of a product or service.
- C. Work products protectable under patents: inventions or discoveries.

III. Ensuring Protection of Work Products

- A. The Board of Education directs the District Superintendent to establish administrative regulations and procedures that will provide a process for ensuring that any work product that may be protectable, as identified by this policy, is considered for such protection. Such regulations and procedures shall create a process for making applications to or filings with any government office(s) necessary or advisable in order to effect protections afforded under law.
- B. Such regulations and procedures also shall specify those limited instances where works developed on behalf of Questar III by independent contractors may not be considered works for hire.

**PROTECTING INTELLECTUAL PROPERTY
ADMINISTRATIVE REGULATIONS**

I. Work Products Subject to These Regulations

Any work product developed by or on behalf of Questar III that may be protected under federal and/or state law governing copyrights, trademarks or servicemarks, and/or patents shall be subject to these regulations. This may include, but is not limited to, the following original work products:

- A. Work products that are protectable under copyright law. Copyright law generally affords the owner the exclusive right to reproduce, distribute, perform, display or license its original work of authorship. Original works of authorship include, but are not limited to:
 - 1. Literary works (such as books, pamphlets, original curricula, software programs, charts, reports and certain phrases);
 - 2. Musical works (including music and accompanying words, if any);
 - 3. Dramatic works (including any accompanying music);
 - 4. Choreographic works;
 - 5. Pictorial, graphic, and sculptural works (such as paintings, graphics, sculptures, photographs);
 - 6. Motion pictures and other audiovisual works (such as audiovisual educational programs, advertisements, trade presentations);
 - 7. Sound recordings (of original works such as musical works or literary readings);
- B. Work products that are protectable as trademarks or services marks. Trademark or servicemark protection gives the mark owner the right to use the mark. Marks are symbols, pictures, designs or words that distinguish and identify Questar III as the originator of a product or service; and
- C. Work products that may receive patent protection. Patent protection generally affords the inventor the right to produce, use and sell an invention for a period of time. Patent protection may be sought for inventions or discoveries.

- II. Process for Considering Obtaining or Enhancing Protection of Questar III Intellectual Property
 - A. All Questar III staff members shall be responsible for advising their Assistant Superintendent whenever any work product identified by these regulations is being contemplated or prepared, but in all instances before completion of such work product. Any questions regarding whether a work product may be subject to these regulations should be brought to the attention of the Assistant Superintendent and the School Attorney as soon as possible, but in all instances before completion of such work product.
 - B. Assistant Superintendents shall consult with the School Attorney upon receiving notice that a work product identified by these regulations is being contemplated or prepared in order that a recommendation may be made to the District Superintendent whether such work product may be protected, or protection enhanced, under federal and/or state law, and whether seeking any such protections should be sought whenever such protection or enhanced protection is feasible and where protection of the work product will protect the investment Questar III and its component districts have made in the product, and/or will promote the reputation of Questar III by identifying it as the originator of the product.
 - C. The District Superintendent shall direct any such filings or applications as necessary be made to secure such protections.
 - D. Any work product that is being protected under copyright laws shall have the following notice attached to all copies at all times: "© [Insert Year] Questar III, the Rensselaer Columbia Greene Counties Board of Cooperative Educational Services – all rights reserved."
 - E. Any work product that is being protected as a trademark or servicemark shall have the following notation attached to such mark at all times: "™" (or sm as the case may be).
 - F. Any work product for which a patent has been obtained shall have the notation attached to it at all times: "Patent [insert patent number]."
 - G. The District Superintendent may direct any such other notices as may be desirable in relation to such protected work products.
 - H. In instances where copies may be made of work products (e.g., literary works), no fewer than five copies of all work products identified by these regulations shall be maintained, in their original form by Questar III staff for purposes of making applications or filings under these regulations.

- I. In the case of software or any other product that may be subject to periodic revision, it is important that the first or original version of such product be timely considered in accordance with the process set forth in these regulations, and copies maintained as required by paragraph H, above. Subsequent changes or versions shall be documented, and copies maintained in accordance with paragraph H, above.
- J. A copy of these regulations and the Board of Education Policy on Protection of Intellectual Property shall be included, as soon as practicable, in employee handbooks.

III. Protecting Questar III Work Products

- A. The District Superintendent is authorized to require users of works protected under these regulations to obtain permission or license to use such works. In no instance, however, shall a Questar III component district be required to pay any additional charge beyond what is required under any applicable Request for Service CoSer charge, in order to obtain permission or license to use any such work product.
- B. The District Superintendent is authorized to undertake any action necessary or desirable to stop unauthorized use of Questar III work products.

IV. Work Products Prepared by Independent Contractors

- A. On occasion Questar III will contract for certain specified work to be done on its behalf by independent contractors. Contracts for such services shall specify, unless excepted under these regulations as provided herein, that any and all work products developed under the contract shall be the exclusive property of Questar III.
- B. Exceptions. Independent contractors may be afforded a property interest in products developed under contract to Questar III in the following instances. Any contract intending to grant such property interest must be approved, prior to execution, by the appropriate Assistant Superintendent.
 - 1. Contracts for the development of architectural plans.
 - 2. Contracts for the development of products where the contract price or other consideration reflects the transfer of property interest to the independent contractor.